

Exhibit A

[Skip to main content](#)**1877CV01509 Guzman, Roque vs. Davis-Standard, LLC.**

- Case Type
Torts
- Case Status
Open
- File Date
10/15/2018
- DCM Track:
F - Fast Track
- Initiating Action:
Other Negligence - Personal Injury / Property Damage
- Status Date:
10/15/2018
- Case Judge:
•
- Next Event:

[All Information](#) [Party](#) [Tickler](#) [Docket](#) [Disposition](#)
Docket Information

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>
10/15/2018	Attorney appearance On this date James A Swartz, Esq. added for Plaintiff Roque Guzman	
10/15/2018	Attorney appearance On this date Alan L Cantor, Esq. added for Plaintiff Roque Guzman	
10/15/2018	Attorney appearance On this date Ross Greenstein, Esq. added for Plaintiff Roque Guzman	3
10/15/2018	Case assigned to: DCM Track F - Fast Track was added on 10/15/2018	
10/15/2018	Original civil complaint filed.	1
10/15/2018	Civil action cover sheet filed.	2
10/15/2018	Demand for jury trial entered.	
01/03/2019	Service Returned for Defendant Davis-Standard, LLC.: Service made in hand;12/12/18	4

(TO PLAINTIFF'S ATTORNEY: Please Circle Type of Action Involved: - TORT - MOTOR VEHICLE TORT - CONTRACT - EQUITABLE RELIEF - OTHER.)

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT
CIVIL ACTION
No.1877CV01509

Roque Guzman Plaintiff(s)

v.

Davis-Standard, LLC Defendant(s)

SUMMONS

To the above named Defendant: Davis-Standard, LLC

You are hereby summoned and required to serve upon Ross B. Greenstein, Esq.

plaintiff's attorney, whose address is Swartz & Swartz, P.C., 10 Marshall St., an answer to the
Boston, MA 02108

complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the

day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the

complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Superior
145 High Street
Newburyport, MA 01950 either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13 (a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, Judith Fabricant, Esquire, at Salem, the
day of , in the year of our Lord two thousand


Clerk

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.


12-12-18
Deputy Sheriff Suffolk County
12-12-18

PROOF OF SERVICE OF PROCESS

I hereby certify and return that on 23 SEPTEMBER, 2018, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner, (see Mass. R. Civ. P. (d) (1-5)):

Dated: 20

N.B. TO PROCESS SERVER:

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

20

COMMONWEALTH OF MASSACHUSETTS	SUPERIOR COURT CIVIL ACTION No.	Plaintiff(s)	Defendant(s)	SUMMONS (Mass. R. Civ. P. 4)
				ESSEX, SS.

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

SUPERIOR COURT

Civil Action No.:

Roque Guzman	*	
Plaintiff	*	
v.	*	PLAINTIFFS CLAIM
	*	TRIAL BY JURY
DAVIS-STANDARD, LLC,	*	
Defendant	*	
	*	

COMPLAINT

PARTIES AND FACTS

1. The Plaintiff, Roque Guzman resides at 34 Eaton Street, Lawrence, Essex County, Massachusetts.
2. The Defendant Davis-Standard, LLC is a Delaware Limited Liability Company with places of business in Connecticut, New York, New Jersey and Massachusetts.
3. This action involves severe injuries sustained by the Plaintiff while using an Egan coating machine (hereinafter "The Coating Machine") at MPI Release, Inc. a/k/a A Group, Inc. (hereinafter "MPI"), located in Winchester, Massachusetts. MPI was Mr. Guzman's employer.
4. On or about March 17, 2016 the Plaintiff was severely injured, crushing his hand, while he was cleaning the rubber roll of a coating machine while working within the scope of his employment of MPI.
5. The injury occurred when Plaintiff's hand entered the rollers of the machine and the machine was unable to be shut off, resulting in the machine severely injuring Plaintiff's hand.

6. This action arises out of injuries sustained in Massachusetts sufficient to confer personal jurisdiction over the Defendant pursuant to the Massachusetts long arm statute in that Defendants, and/or their predecessors, regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed, or services rendered, in Massachusetts.
7. The subject Machine was designed, manufactured and sold by Egan Machinery. This company is or may be out of business but the Defendant in this case is the corporate successors to Egan within the meaning of Massachusetts law.
8. The Defendant, Davis Standard purchased Egan in 1994, took over the operation of business, and continues to service its machines today.
9. At all times pertinent hereto, Egan was engaged in the design, development, assembly, manufacture, testing, inspection, packaging, promotion, advertising, marketing and sale of coating machines, including the specific machine which is the subject of this action.
10. The Defendant Davis-Standard, LLC is a successor in interest to Egan Machinery, the manufacturer or seller of the machine which is subject to this action.
11. At all times pertinent hereto, the predecessor of Davis-Standard, LLC, was engaged in the design, development, assembly, manufacture, testing, inspection, packaging, promotion, advertising, marketing and sale of Egan coating machines, including the specific machine which is the subject of this action.

CAUSES OF ACTION

COUNT I – (NEGLIGENCE)

12. Plaintiff repeats Paragraphs 1-11 as if expressly set forth herein.

13. The injuries sustained by Plaintiff were the direct and proximate result of the carelessness and negligence of the Defendant's predecessor as follows:

- a. Defendant's predecessor negligently designed, developed, assembled, manufactured, inspected, tested, marketed, advertised, sold and distributed The Machine.
- b. Defendant's predecessor negligently failed to warn or instruct, or adequately warn or adequately instruct, Plaintiff and other users of said product of its dangerous and defective characteristics, and of the safe and proper method of using The Machine.
- c. Defendant's predecessor negligently failed to equip The Machine with adequate safety devices thereby rendering it unreasonably dangerous.

14. As a direct and proximate result of the negligence of Defendant's predecessor as set forth herein, Plaintiff was caused to sustain severe and permanent injuries to his hand. He has had extensive medical care and treatment. His quality of life has been adversely affected. He does not enjoy life as he did prior to the occurrence.

WHEREFORE, Plaintiffs pray judgment against Defendant, together with interest and costs.

COUNT II -BREACH OF WARRANTY

15. The Plaintiff repeats Paragraphs 1-14 as if expressly set forth herein.

16. Defendant's predecessor expressly and impliedly warranted to Plaintiff, and to the general public, that said product was safe, merchantable and fit for its intended purposes and uses. Defendant breached its warrant because said product was unsafe, not of merchantable quality and unfit for its intended uses and purposes. Plaintiff relied on the warranties made by Defendant, and Plaintiff sustained injury as the direct and proximate

result of the breaches of warranties by Defendant. Due notice has been given to Defendant of its breaches of warranty.

17. As a direct and proximate result of the breach of warranty of Defendant's predecessor as set forth herein, the Plaintiff was caused to sustain severe and permanent injuries to his hand. He has had extensive medical care and treatment. His quality of life has been adversely affected. He does not enjoy life as he did prior to this occurrence.

WHEREFORE, Plaintiffs pray judgment against Defendant, together with interest and costs.

PLAINTIFFS CLAIM TRIAL BY JURY.

The Plaintiffs,
By Their Attorneys,



James A. Swartz
BBO #556920
Alan L. Cantor, Esq.
BBO# 072360
Ross B. Greenstein, Esq.
BBO# 682222
Swartz & Swartz, P.C.
10 Marshall Street
Boston, MA 02108
617-742-1900

CIVIL ACTION COVER SHEET		DOCKET NUMBER	Trial Court of Massachusetts The Superior Court	
PLAINTIFF(S): Roque Guzman ADDRESS: 34 Eaton Street, Lawrence, MA		COUNTY Essex		
ATTORNEY: Swartz & Swartz, P.C. by Ross B. Greenstein, Esq. ADDRESS: 10 Marshall Street, Boston, MA 02118 Phone 617-742-1900; Fax 617-367-7193 rgreenstein@swartzlaw.com		DEFENDANT(S): Davis Standard, LLC, ADDRESS: 1 ESTRUSION DR. PAWCATUCK, CT 06379-2313		
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)				
CODE NO. B04	TYPE OF ACTION (specify) Other Negligence - Personal Injury/Property Dam	TRACK F	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
*If "Other" please describe: <hr/>				
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A				
<p>The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.</p>				
TORT CLAIMS (attach additional sheets as necessary)				
A. Documented medical expenses to date: 1. Total hospital expenses \$ 10,000 2. Total doctor expenses \$ 3. Total chiropractic expenses \$ 4. Total physical therapy expenses \$ 5. Total other expenses (describe below) \$ Subtotal (A): \$ 10,000				
B. Documented lost wages and compensation to date \$ C. Documented property damages to date \$ D. Reasonably anticipated future medical and hospital expenses \$ E. Reasonably anticipated lost wages \$ F. Other documented items of damages (describe below) \$ 500,000				
Pain and Suffering, permanent injury				
G. Briefly describe plaintiff's injury, including the nature and extent of injury: Plaintiff suffered severe and permanent hand injury from machine roller				
TOTAL (A-F): \$ 510,000				
CONTRACT CLAIMS (attach additional sheets as necessary)				
Provide a detailed description of claims(s): TOTAL: \$ _____				
Signature of Attorney/Pro Se Plaintiff: X  Date: Sep 21, 2018				
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
CERTIFICATION PURSUANT TO SJC RULE 1:18				
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.				
Signature of Attorney of Record: X Date: Oct 10, 2018				

Ross B. Greenstein Esq.

CIVIL ACTION COVER SHEET INSTRUCTIONS
SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

AC Actions Involving the State/Municipality *

AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
 AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AE1 Administrative Action involving Commonwealth, Municipality, MBTA,etc. (A)

CN Contract/Business Cases

A01 Services, Labor, and Materials (F)
 A02 Goods Sold and Delivered (F)
 A03 Commercial Paper (F)
 A04 Employment Contract (F)
 A06 Insurance Contract (F)
 A08 Sale or Lease of Real Estate (F)
 A12 Construction Dispute (A)
 A14 Interpleader (F)
 BA1 Governance, Conduct, Internal Affairs of Entities (A)
 BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
 BB1 Shareholder Derivative (A)
 BB2 Securities Transactions (A)
 BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
 BD1 Intellectual Property (A)
 BD2 Proprietary Information or Trade Secrets (A)
 BG1 Financial Institutions/Funds (A)
 BH1 Violation of Antitrust or Trade Regulation Laws (A)
 A99 Other Contract/Business Action - Specify (F)

* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

D01 Specific Performance of a Contract (A)
 D02 Reach and Apply (F)
 D03 Injunction (F)
 D04 Reform/ Cancel Instrument (F)
 D05 Equitable Replevin (F)
 D06 Contribution or Indemnification (F)
 D07 Imposition of a Trust (A)
 D08 Minority Shareholder's Suit (A)
 D09 Interference in Contractual Relationship (F)
 D10 Accounting (A)
 D11 Enforcement of Restrictive Covenant (F)
 D12 Dissolution of a Partnership (F)
 D13 Declaratory Judgment, G.L. c.231A (A)
 D14 Dissolution of a Corporation (F)
 D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party †

PA1 Contract Action involving an Incarcerated Party (A)
 PB1 Tortious Action involving an Incarcerated Party (A)
 PC1 Real Property Action involving an Incarcerated Party (F)
 PD1 Equity Action involving an Incarcerated Party (F)
 PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
 B04 Other Negligence - Personal Injury/Property Damage (F)
 B05 Products Liability (A)
 B06 Malpractice - Medical / Wrongful Death (A)
 B07 Malpractice - Other (A)
 B08 Wrongful Death, G.L. c.229 §2A (A)
 B15 Defamation (A)
 B19 Asbestos (A)
 B20 Personal Injury - Slip & Fall (F)
 B21 Environmental (F)
 B22 Employment Discrimination (F)
 BE1 Fraud, Business Torts, etc. (A)
 B99 Other Tortious Action (F)

RP Real Property

C01 Land Taking (F)
 C02 Zoning Appeal, G.L. c. 40A (F)
 C03 Dispute Concerning Title (F)
 C04 Foreclosure of a Mortgage (X)
 C05 Condominium Lien & Charges (X)
 C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

E18 Foreign Discovery Proceeding (X)
 E97 Prisoner Habeas Corpus (X)
 E22 Lottery Assignment, G.L. c. 10 §28 (X)

AB Abuse/Harassment Prevention

E15 Abuse Prevention Petition, G.L. c. 209A (X)
 E21 Protection from Harassment, G.L. c. 258E(X)

AA Administrative Civil Actions

E02 Appeal from Administrative Agency, G.L. c. 30A (X)
 E03 Certiorari Action, G.L. c.249 §4 (X)
 E05 Confirmation of Arbitration Awards (X)
 E06 Mass Antitrust Act, G. L. c. 93 §9 (A)
 E07 Mass Antitrust Act, G. L. c. 93 §8 (X)
 E08 Appointment of a Receiver (X)
 E09 Construction Surety Bond, G.L. c. 149 §§29, 29A (A)
 E10 Summary Process Appeal (X)
 E11 Worker's Compensation (X)
 E16 Auto Surcharge Appeal (X)
 E17 Civil Rights Act, G.L. c.12 §11H (A)
 E24 Appeal from District Court Commitment, G.L. c.123 §9(b) (X)
 E25 Pleural Registry (Asbestos cases) (X)
 E94 Forfeiture, G.L. c265 §56 (X)
 E95 Forfeiture, G.L. c.94C §47 (F)
 E99 Other Administrative Action (X)
 Z01 Medical Malpractice - Tribunal only, G.L. c. 231 §60B (F)
 Z02 Appeal Bond Denial (X)

SO Sex Offender Registry

E12 SDP Commitment, G.L. c. 123A §12 (X)
 E14 SDP Petition, G.L. c. 123A §9(b) (X)

RC Restricted Civil Actions

E19 Sex Offender Registry, G.L. c.6 §178M (X)
 E27 Minor Seeking Consent, G.L. c.112 §12S (X)

TRANSFER YOUR SELECTION TO THE FACE SHEET**EXAMPLE:**

CODE NO.

TYPE OF ACTION (specify)

TRACK

HAS A JURY CLAIM BEEN MADE?

B03

Motor Vehicle Negligence-Personal Injury

F

 YES NO**STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A**

DUTY OF THE PLAINTIFF - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or pro se party.**

DUTY OF THE DEFENDANT - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.



null / ALL

Transmittal Number: 19089709

Date Processed: 12/13/2018

Notice of Service of Process

Primary Contact: Michael Roe
Davis-Standard, LLC
1 Extrusion Drive
Pawcatuck, CT 06379

Electronic copy provided to: Mary Telford

Entity: Davis-Standard, LLC
Entity ID Number 2351784

Entity Served: Davis-Standard, LLC

Title of Action: Roque Guzman vs. Davis-Standard, LLC

Document(s) Type: Summons/Complaint

Nature of Action: Product Liability

Court/Agency: Essex County Superior Court, MA

Case/Reference No: 1877CV01509

Jurisdiction Served: Massachusetts

Date Served on CSC: 12/12/2018

Answer or Appearance Due: 20 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Alan L. Cantor
617-742-1900

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com